

**KENZIE ACADEMY ENROLLMENT AGREEMENT**

This legally binding Kenzie Academy Enrollment Agreement (this “Agreement”) is entered into effective as of 3/29/2020, (the “Effective Date”), by and between Kenzie Academy, Inc., a Delaware corporation (“Kenzie”) and Jeffrey Simpson (“Student”) (Kenzie and Student are each individually referred to herein as a “Party” and collectively as the “Parties”).

**Recitals:**

A. Kenzie is a postsecondary proprietary educational institution that offers non-credit-bearing and non-degree-granting education programs in technology fields. Kenzie is located at 47 S. Meridian Street, 3rd floor Suite #302 Indianapolis, IN 46204 (the “Campus”). Kenzie is accredited and regulated by the Indiana Department of Workforce Development Office for Career and Technical Schools (“OCTS”).

B. Kenzie provides a Software Engineering Program (the “Program”) to admitted students. Students who remain continuously enrolled in and successfully complete all phases of the Program earn two Kenzie certificates: Front-End Web Development Certificate and Full-Stack Web Development Certificate.

C. Student has applied and has been admitted to the Program, which is anticipated to begin on April 28th, 2020 with the anticipated program end date of April 30th, 2021. Kenzie offers the Program at its Campus and online, and students are admitted to attend either in person at the Campus or online. Student’s notice of acceptance into the Program indicates whether Student is admitted to attend the Program on-Campus or online, and Student may only attend in the format indicated, unless Kenzie otherwise agrees in writing. Student agrees that all information supplied to Kenzie in connection with Student’s application is accurate and complete.

D. Student desires to participate in the Program and Kenzie desires to provide the Program as set forth below.

E. The total Program lasts twelve (12) months in duration. Twelve months are comprised of immersive training at Kenzie Academy, for a total of forty-eight (48) weeks, and one thousand nine hundred and twenty (1,920) hours. Program hours during immersive training at Kenzie Academy run weekdays, Monday through Friday, from 9:00 am to 3:00 pm. Students are expected to do an additional ten (10) hours of work per week outside of class hours, for a total of forty (40) training hours per week.

F. In order to be eligible to graduate from Kenzie Academy's Software Engineering track with the Full-Stack Web Development certificate, Student must earn the following certificates in sequence:

1. Front-End Web Development
2. Full-Stack Web Development

Subject to the terms of this Agreement, once a student exits the Program, they will graduate from Kenzie Academy with the highest level of certification they have earned at the time of exit (if any).

Student must meet the following criteria to be eligible to earn each of the certificates:

1. To be eligible to earn a Front-End Web Development Certificate, which commonly takes six months, Student must:
  - Prove technical mastery for each program module as measured by final module project submissions, any other quizzes, tests, and homework;
  - Complete a minimum of 80% of assigned homework;
  - Complete and contribute to all group projects as assigned;
  - Meet school attendance requirements.
2. To be eligible to earn a Full-Stack Web Development Certificate, which commonly takes an additional six months, Student must:
  - Prove technical mastery for each program module as measured by final module project submissions, any other quizzes, tests, and homework;
  - Complete a minimum of 80% of assigned homework;
  - Complete and contribute to all group projects as assigned;
  - Meet school attendance requirements.

### **Terms:**

In consideration of the Recitals, which are incorporated herein, the covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Tuition Fee. Student shall pay a tuition fee ("Tuition") in the amount of Twenty-Four Thousand Dollars (\$24,000.00) in exchange for the Program, payable as set forth herein. Kenzie does not charge Student fees for books or supplies for the Program or otherwise.
2. Method and Timing of Payment. To secure a seat in the Program, Student must pay One Hundred Dollars (\$100.00) upon execution of this Agreement. Student must pay the balance of Twenty-Three Thousand Nine Hundred Dollars (\$23,900.00) by April 28th, 2020 , by either:

- (i) Cash, check, credit card, or wire or bank transfer; or
- (ii) Execution and delivery by Student of a Kenzie Income Share Agreement (ISA) of up to Twenty-Three Thousand Nine Hundred Dollars (\$23,900.00) for any amount not paid by one of the methods outlined in this Section 2(i).

Payment amounts by date may be modified in accordance with a Kenzie payment plan. If a credit card is used, additional fees may be applicable and the same card must be put on file for recurring payments. Payments under the ISA shall be required by and in accordance with the Kenzie Income Share Agreement.

2. Other Expenses Required by Kenzie Not Included in Tuition. Student is required to purchase and/or supply their own laptop that meets the following minimum specifications:

- RAM: At least 8 GB
- Processor: At least 2 Ghz
- Hard drive space: At least 256 GB
- Other: Working headset & webcam
- Operating system: Mac OS Mojave (10.14.x) or newer, Ubuntu 18.04.x or newer (avoid dual-boot), Windows 10 Pro or Home
- For approved Laptop Models, refer to the Kenzie Academy Computer Requirements provided by your Admissions Advisor.

Student may need or choose to incur additional expenses in connection with the Program that are not directly required by Kenzie.

3. Consequences of Returned Payment or Nonpayment.

- (i) If a payment made to Student's account at Kenzie is returned by a financial institution for any reason, Student is required to repay the original amount of the payment plus a returned payment fee up to the maximum allowed by applicable law. Multiple returned payments and/or failure to comply with the terms of any payment plan or agreement between Student and Kenzie may result in dismissal from the Program. If at any time Student fails to pay Kenzie a payment by the due date, Kenzie reserves the right to prevent Student from attending the Program and/or receiving Student's certificate(s) and transcript(s) until such payment is made.
- (ii) Kenzie may, at its option and without notice to Student, declare Student's account(s) in default if Student: (a) fails to make a scheduled

payment when due; (b) has a payment made by credit card or other electronic means that is charged back, a check rejected due to insufficient funds, or funds from a third-party are not received or are required to be returned to Kenzie after receipt of funds; and/or (c) Student breaches any term or condition of this Agreement. Kenzie may accelerate any defaulted account and may declare the account to be immediately due and payable and may take such steps as necessary to collect amounts due. Student will be responsible for the payment of any and all costs, expenses, reasonable attorney's fees, and/or collection fees of up to 15% of Student's outstanding debt to Kenzie, whether or not litigation or arbitration is brought to recover the amounts.

4. Term and Termination. This Agreement will be effective on the Effective Date and continuing through the earlier of the duration of the Program or the date student is dismissed or withdraws from the Program. Student may withdraw from the Program at any time for any reason by providing written notice to Kenzie. Kenzie may dismiss Student from the Program at any time and in Kenzie's sole discretion if Student fails to satisfy any of the terms and conditions of this Agreement or Kenzie's academic or behavioral standards. In the event student withdraws or is dismissed prior to the end of the Program, Tuition refunds will be granted in accordance with Kenzie's Refund Policy, attached hereto as Appendix A. Any Tuition not subject to refund or cancellation under the Refund Policy will remain due and payable. Student acknowledges and agrees that agreement to the terms of this Section is a mandatory condition precedent to Kenzie's willingness to enter into this Agreement.

5. Tuition Refund. Students may be entitled to a full or partial tuition refund, as outlined in the Kenzie Refund Policy. Notwithstanding the foregoing, Kenzie may grant a refund that is greater than the amounts set forth in the Refund Policy in its sole discretion. See Appendix A for Refund Policy.

6. Student Catalog. Student acknowledges and agrees that Student has reviewed and will comply with all policies, procedures, and requirements set forth in the Kenzie Catalog, Student Handbook & Policies (available here: [www.kenzie.academy/catalog](http://www.kenzie.academy/catalog)) and otherwise, as they exist and may be updated from time to time. Student's continued participation in the Program after Kenzie publishes modifications to the Kenzie Catalog, Student Handbook & Policies, and such policies, procedures, and requirements shall constitute the Student's agreement to the modifications. Student certifies at the time of execution of this Agreement that Student has received and reviewed the Kenzie Catalog, Student Handbook & Policies.

7. Credit Transfer. Student acknowledges and agrees that the Program is non-credit-bearing and non-degree-granting, notwithstanding any association or relationship that Kenzie or the Program may have with any college or university. Kenzie does not and cannot guarantee that any institution of higher education will grant Student academic credit for or in connection with the Program.

8. Job Placement. Student acknowledges and agrees that neither Kenzie nor any Kenzie employee or agent has made any guarantee of employment to Student and that Kenzie does not and cannot make any guarantee about Student's ability to find employment or succeed professionally. To the extent Kenzie provides job placement information or statistics or other information regarding the outcomes of its graduates, Student acknowledges and agrees that past results do not guarantee a similar outcome. Completion of the Program and a Kenzie certificate may not satisfy job prerequisites for all professions, trades, or employers.

9. Student Solicitation. Kenzie's policy is that it will not participate in any prohibited forms of student solicitation. Specifically, Kenzie will not make any claims concerning the training, instruction, course content, facilities, instructor qualifications or placement that are not truthful or based on actual services rendered

10. Intellectual Property. Student expressly acknowledges that the Program and all intellectual property related thereto including but not limited to the curriculum is the exclusive property of Kenzie. Student expressly acknowledges that Student's use of Program course work, including any projects performed as a student of the Program, shall be subject to the applicable licenses (if any).

11. Consent to Contact. Student authorizes Kenzie and its agents and contractors to contact Student at Student's current and any future cellular phone number(s), email address(es) or wireless device(s) (including by text message) regarding their student account(s)/ISA(s), any other amount Student owes to Kenzie, any information required to be sent by Kenzie, or to receive general information from Kenzie. Student authorizes Kenzie and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact Student. Student may withdraw consent to call or text Student's cellular phone using automated telephone dialing equipment at any time by submitting a request in writing in accordance with Section 16 of this Agreement or to the applicable contractor or agent contacting Student on behalf of Kenzie.

12. Dispute Resolution; Arbitration.

- (iii) Student and Kenzie agree that any dispute, controversy, or claim between Student and Kenzie (or any company affiliated with Kenzie,

or any of its officers, directors, trustees, employees or agents) (a “Dispute”) will be resolved by binding arbitration, except that an individual claim may be brought in small claims court as described in paragraph (ii) below. The arbitration will be administered by JAMS under its rules and policies in effect at the time the Dispute is submitted. Student can find more information about JAMS and its rules and policies on its website: <https://www.jamsadr.com>. The Federal Arbitration Act will govern the arbitration. Except as described in paragraph (ii) below, arbitration will be the only remedy for the resolution of Disputes between Student and Kenzie.

- (iv) Student and Kenzie agree that Student may bring a Dispute in small claims court (or in a similar court of limited jurisdiction) if the Dispute is within that court’s jurisdiction. If Student’s Dispute is transferred or appealed to a different court, however, Kenzie at that time may choose to submit the Dispute to arbitration as described in paragraph (i).
- (v) Student and Kenzie waive their respective rights to a jury trial, to a class action, to engage in discovery (except as provided in applicable JAMS arbitration rules and policies), or otherwise to litigate a Dispute in any court (other than in small claims or similar court, as set forth in paragraph (ii), or in an action to enforce the arbitrator’s award). Student also waives Student’s right to participate as a representative or member of any class pertaining to any claim subject to arbitration. The arbitrator will have no authority to arbitrate claims on a class action basis, and claims brought by or against Student may not be joined or consolidated with claims brought by or against any other person.
- (vi) The arbitrator may award any remedy that would otherwise be available under applicable federal, state or local laws. The place of the arbitration will be Indianapolis, Indiana, USA. At Student’s request, Student may choose either (a) an in-person hearing in Student’s hometown area or (b) the opportunity to participate in arbitration online and attend any hearings by phone or video connection from Student’s hometown area. As needed, Kenzie will make the necessary technical arrangement for phone or video connection at its own cost.
- (vii) When Student initiates arbitration against Kenzie, Kenzie will pay all costs charged by JAMS (including the arbitrator’s fees), except Student will be required to pay \$250. When Kenzie initiates arbitration against Student, it will pay all costs charged by JAMS. Each party will pay for its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law gives a right



to recover any of those fees from the other party.

13. Waiver. No waiver of any breach of any obligation hereunder shall operate as a waiver of any other breach or of a similar breach on a future occasion.

14. Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

15. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

16. Notices. Any notices given by either Party to the other under this Agreement shall be sufficient if in writing and delivered personally, by electronic mail, or by certified mail (return receipt), postage prepaid. Student will deliver notices to Kenzie by certified mail at the address set forth in Recital A of this Agreement or by electronic mail to admin@kenzie.academy. Kenzie will deliver notices to Student at the physical or electronic mail address provided by Student in the Student's application to Kenzie. Either Party may change its address by a written notice sent in accordance with this Section. Student has an affirmative obligation to keep Kenzie informed of changes to Student's contact information until all amounts owed to Kenzie are satisfied, including under any ISA. Notices delivered personally shall be presumed communicated as of actual receipt, and mailed notices shall be presumed communicated as of the date of successful mailing or successful electronic transmission.

17. Entire Agreement. This Agreement constitutes (a) the binding agreement between the Parties, (b) represents the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, and (c), except as set forth in this Agreement, including, for the avoidance of doubt, in Section 6, may not be modified or amended except in writing signed the Parties. In the event of any conflict between this Agreement and the Kenzie Catalog, Student Handbook & Policies or other Kenzie policies and procedures, this Agreement controls.

18. Non-Assignability. Student may not assign this Agreement without Kenzie's prior written consent.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflicts of law principles thereof. Venue for any action or dispute shall be the State of Indiana.

20. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. Both Parties have had an opportunity to consult with legal counsel with respect to the terms of this Agreement and, therefore, no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked. Section and subsection headings shall be used for reference only, and are not to be used in contract interpretation.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

22. Reformation. If any of the provisions of this agreement are adjudged to be invalid or unenforceable, it is the intention of the Parties that such invalid or unenforceable provisions be reformed to the extent required to make them valid and enforceable. If any covenant contained herein, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remaining covenants, which shall be given full effect without regard to any invalid or unenforceable portion; and any court having jurisdiction shall have the power to amend any such term; and in its amended form, such term shall then be enforceable.

23. Right to Cancel. Student has the right to cancel this Agreement by delivering written notice to Kenzie within six (6) business days after executing this Agreement. If student exercises such right to cancel, Student will have no financial liability to Kenzie, and will be entitled to a refund of any monies paid to Kenzie under this Agreement.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Parties acknowledge that they have read, understand, and have received a copy of all ELEVEN pages of this Agreement (including Appendix A (Refund Policy)) and the Kenzie Catalog, Student Handbook & Policies, and have executed and delivered this Agreement as of Effective Date.

This contract was last updated May 2019.

**KENZIE**

Kenzie Academy, Inc.  
a Delaware corporation

DocuSigned by:  
By: Chok Dai  
Name: Chok Dai  
Title: CEO  
Date: 3/29/2020  
Address: 47 South Meridian Street, Suite 302, Indianapolis, IN 46204

**STUDENT**

DocuSigned by:  
By: Jeffrey Simpson  
Name: Jeffrey Simpson  
Date: 3/29/2020  
Address: 14998 Lovely Dove Ln, Noblesville, IN 46060

## Appendix A

### Kenzie Academy Refund Policy

The postsecondary proprietary educational institution shall pay a refund to the student in the amount calculated under the refund policy specified below or as otherwise approved by the Office for Career and Technical Schools (OCTS). The institution must make the proper refund no later than thirty-one (31) days of the student's request for cancellation or withdrawal.

If a postsecondary proprietary educational institution utilizes a refund policy of their recognized national accrediting agency or the United States Department of Education (USDOE) Title IV refund policy, the postsecondary proprietary educational institution must provide written verification in the form of a final refund calculation, upon the request of OCTS, that its refund policy is more favorable to the student than that of OCTS.

The following refund policy applies to each postsecondary proprietary educational institution as follows:

**1) A student is entitled to a full refund if one (1) or more of the following criteria are met:**

- a) The student cancels the enrollment agreement or enrollment application within six (6) business days after signing.
- a) The student does not meet the postsecondary proprietary educational institution's minimum admission requirements.
- b) The student's enrollment was procured as a result of a misrepresentation in the written materials utilized by the postsecondary proprietary educational institution.
- c) If the student has not visited the postsecondary educational institution prior to enrollment, and, upon touring the institution or attending the regularly scheduled orientation/classes, the student withdrew from the program within three (3) days.

**2) A student withdrawing from an instructional program, after starting the instructional program and attending one (1) week or less, is entitled to a refund of ninety percent (90%) of the cost**

of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100)

- 3) A student withdrawing from an instructional program, after attending more than one (1) week but equal to or less than twenty-five percent (25%) of the duration of the instructional program, is entitled to a refund of seventy-five percent (75%) of the cost of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100).
- 4) A student withdrawing from an instructional program, after attending more than twenty-five percent (25%) but equal to or less than fifty percent (50%) of the duration of the instructional program, is entitled to a refund of fifty percent (50%) of the cost of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100).
- 5) A student withdrawing from an instructional program, after attending more than fifty percent (50%) but equal to or less than sixty percent (60%) of the duration of the instructional program, is entitled to a refund of forty percent (40%) of the cost of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100).
- 6) A student withdrawing from an institutional program, after attending more than sixty percent (60%) of the duration of the instructional program, is not entitled to a refund.

#### **Student Protection Fund**

IC 22-4.1-21-15 and IC 22-4.1-21-18 requires each educational institution accredited by the Office for Career and Technical Schools to submit an institutional surety bond and contribute to the Career College Student Assurance Fund which will be used to pay off debt incurred due to the closing of a school, discontinuance of a program, or loss of accreditation by an institution. To file a claim, each student must submit a completed "Student Complaint Form." This form can be found on OCTS's website at <http://www.in.gov/dwd/2731.htm>.